

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION

SPECIFICATION NO.06-191

ANNUAL REQUIREMENTS FOR

SEASONAL REQUIREMENTS FOR RUBBER TIRED LOADER

SERVICES FOR SNOW REMOVAL

DATE: August 4, 2006

CONTRACT PERIOD: Beginning on or about Nov. 15, 2006
& ending on or about March 15, 2007

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

CONTRACTOR: TCW Construction, Inc.
141 M Street
Lincoln, NE 68008

Company Representative: Joseph M. Delgado
Telephone No.: 402-475-5030
Cell No.:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Specification and Contract

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. # 76934
Dated:08-01-06

**SEASONAL REQUIREMENTS FOR
RUBBER TIRED LOADER SERVICES FOR SNOW REMOVAL
AGREEMENT
SPECIFICATION NO. 06-191**

THIS AGREEMENT, made this 1st day of August, 2006, by and between **TCW Construction, Inc., 141 "M" Street, Lincoln, NE 68508**, hereinafter referred to as Contractor, and CITY OF LINCOLN, a body corporate and politic, hereinafter referred to as City.

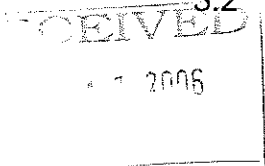
WHEREAS, the City has full responsibility and control over all City streets and all matters pertaining thereto; and

WHEREAS, from time to time the City's resources are insufficient to accomplish snow removal in a timely manner, it is then necessary to acquire additional resources for the purpose of snow removal from City streets.

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform snow removal services for the City.

NOW, THEREFORE, WITNESSETH, that:

1. The Contractor hereby agrees to perform snow removal services as hereinafter set forth during the 2005-06 winter season, beginning on or about **November 15, 2006 and ending on or about March 15, 2007.**
2. The Contractor shall furnish rubber tired loader(s) with operator(s) for such purpose that meet or exceed the following specifications:
 - 2.1 **ENGINE**: minimum four cylinder diesel powered, 300 in. piston displacement minimum
 - 2.2 **HORSEPOWER**: 100 NET minimum.
 - 2.3 **BUCKET**: 2.5 cu.yd. capacity minimum
 - 2.4 **DRIVE**: Four (4) wheel minimum
 - 2.5 **STEERING**: Full power frame articulation
 - 2.6 **OPERATING WEIGHT**: 20,000 lb. minimum
 - 2.7 **CAB**: Fully enclosed with heater, defroster and windshield wipers
 - 2.8 **WORK LIGHTS**: Two (2) each front and rear minimum
3. **The Contractor shall provide general liability insurance in the amount of \$1,000,000 combined single limit for property damage and personal injury with a \$2,000,000 aggregate.**
 - 3.1 Contractor shall name the City of Lincoln as additional insured as pertains to the performance of snow removal services.
 - 3.2 The policy shall insure the City from any and all demands, claims, causes of action, at law or in equity, resulting from the use of said equipment.



- 3.3 The Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action, either at law or in equity arising out of performing snow removal services.
 - 3.4 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement.
 - 3.5 The Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.
4. Contractor shall be responsible for all fuel lubricants, repair and maintenance of the rubber tired loader.
5. The Contractor is an independent Contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City.
 - 5.1 Contractor shall be responsible to provide qualified operator(s) for the tractor.
 - 5.2 Any such operator shall be at least twenty-one (21) years of age, shall hold a valid Nebraska motor vehicle operator's license, and shall be skilled in operation of the Contractor's equipment for snow removal purposes.
6. Contractor shall respond for the purpose of loading snow from City streets in accordance with the City of Lincoln Ice and Snow Control Plan within a maximum of six (6) hours after being called by the City Director of Public Works or his designated representative.
7. Contractor shall notify the City of Lincoln of any mechanical failure to the rubber tired loader that prevents its use for snow removal.
 - 7.1 As soon as the mechanical failure is repaired, Contractor shall notify the City of Lincoln that the rubber tired loader is again available.
 - 7.2 No hourly rate of payment shall be made to the Contractor for his maintenance and repair during this "downtime" and the hourly rate will not resume until the equipment is back in use in the field.
8. The City will provide to the Contractor, assigned district(s) for snow removal including maps showing the district boundaries and the streets within the districts.
9. The City will pay to the Contractor the sum of \$90.00 (1996 Case 621) - \$90.00 (1990 Case 721) - \$90.00 (202 Cat 938) per hour while Contractor is engaged in snow removal operations.
 - 9.1 The City will authorize the use of the equipment for each successive storm emergency, and any work not authorized by the Director of Public Works or his designated representative shall not be approved for payment.
10. Agreement may not be assigned by the Contractor without the written authorization of the City.

11. Time is of the essence of the performance of snow removal services, and this Agreement may be terminated at the City's option if the Contractor fails to timely perform such services.
12. Consideration will be given to both bucket capacity and cost per hour in bid evaluation.

Dated this 1st day of August, 2006.

ATTEST:

Jean E. Ross
City Clerk



CITY OF LINCOLN

Colleen J. Seng
Mayor

CONTRACTOR

TCW CONSTRUCTION INC.
Company Name

141 M STREET
Company Address

Joseph M. Delgado
Authorized Signature

**PROPOSAL
SPECIFICATION NO. 06-191**

**BID OPENING TIME: 12:00 NOON
DATE: WEDNESDAY, June 28, 2006**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE SEASONAL REQUIREMENTS FOR:
RUBBER TIRED LOADER SERVICES FOR SNOW REMOVAL**

BIDDING SCHEDULE

**Rubber Tired
Loader #1**

Make: CASE
Model 621
Model Year 1996
Bucket Capacity: 2.5 /cu.yd.
Hourly compensation rate for actual snow removal services \$ 90⁰⁰ /Hr.

**Rubber Tired
Loader #2**

Make: CASE
Model 721
Model Year 1990
Bucket Capacity: 3.0 /cu.yd.
Hourly compensation rate for actual snow removal services \$ 90⁰⁰ /Hr.

**Rubber Tired
Loader #3**

Make: CAT
Model 938
Model Year 2002
Bucket Capacity: 3.5 /cu.yd.
Hourly compensation rate for actual snow removal services \$ 90⁰⁰ /Hr.

Contract Renewal is an option: ☒ Yes ☐ No

BID SECURITY REQUIRED: Yes ☐ Amount:
No ☒ X

DISASTER PLAN PARTICIPATION: The City, in the event of an emergency or disaster, may call on my firm to participate in a disaster relief/cleanup plan. I understand, if I agree to participate, my insurance certificate must be valid for a 12 month period of time and not be restricted to just snow removal duties.

☐ **Yes**, I agree to participate in the disaster/cleanup plan if called upon.

☐ **No**, I do not wish to participate in the City's disaster/cleanup plan.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

☐ **YES** ☐ **NO**

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties.

Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.

MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPEC. 06-191

TCW CONSTRUCTION INC.
COMPANY NAME

141 M STREET
STREET ADDRESS or P.O. BOX

LINCOLN NE 68508
CITY, STATE ZIP CODE

402 475-5030
TELEPHONE

JDELGADO@TCWCONSTRUCTION.COM
E-MAIL ADDRESS

JOSEPH M DELGADO
(Print Name)

Joseph M Delgado
BY (Signature)

PRESIDENT
(Title)

6/20/06
(Date)

Terms of Payment

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at:
lincoln.ne.gov Keyword: Bid